

JESS C. ARNDELL and
SUZANNE K. ARNDELL
14060 South Shore Drive
Truckee, California 96161
(775) 835-1995
Plaintiffs – Pro se

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

JESS C. ARNDELL and
SUZANNE K. ARNDELL,

Plaintiffs,

vs.

ROBISON, BELAUSTEGUI, SHARP & LOW, a
Professional Corporation, KENT R. ROBISON,
THOMAS L. BELAUSTEGUI, F. DeARMOND
SHARP, KEEGAN G. LOW, MARK G. SIMONS,
And JOHN DOES I-V,

Defendants.

Case No. 3:11-CV-00469

**COMPLAINT
JURY DEMAND**

COME NOW, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL,
individually, pro se, and for their claims against the Defendants, ROBISON,
BELAUSTEGUI, SHARP & LOW, a Professional Corporation, KENT R. ROBISON,
THOMAS L. BELAUSTEGUI, F. DeARMOND SHARP, KEEGAN G. LOW, MARK G.
SIMONS and JOHN DOES I-V, state as follows:

PARTIES

1. Plaintiffs, JESS C. ARNDELL (hereinafter ARNDELL) and SUZANNE K.

Paid Amt \$ 350⁰⁰ Date 7-1-11
Receipt # NVRND524 Initials mc

1 ARNDELL, are adult individuals, husband and wife, residing in California at 14060 South
2 Shore Drive, Truckee, California 96161.

3
4 2. Plaintiffs are assignees of all claims of HIDDEN MEADOWS COMPANY a/k/a
5 HIDDEN MEADOWS, LTD a/k/a HIDDEN MEADOWS, LLC a/k/a HIDDEN MEADOWS
6 CORPORATION (all hereinafter HMC) and JESS ARNDELL CONSTRUCTION CO., INC.
7 a/k/a JESS ARNDELL CONSTRUCTION COMPANY, INC. a/k/a JESS ARNDELL
8 CONSTRUCTION COMPANY (all hereinafter JACC) which any of said entities ever had,
9 may currently have or in the future may ever have against any and all of the Defendants.
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11 3. Defendant, ROBISON, BELAUSTEGUI, SHARP & LOW, a Professional
12 Corporation (hereinafter ROBISON LAW FIRM or RLF), is a Reno, Nevada law firm and
13 resident located at 71 Washington Street, Reno, Nevada 89503. ROBISON LAW FIRM
14 members and employees are engaged in the practice of law in Reno, Washoe County, Nevada.
15

16 4. Defendant, KENT R. ROBISON, is an individual who resides in Nevada and
17 practices law in Nevada with RLF.

18 5. Defendant, THOMAS L. BELAUSTEGUI, is an individual who resides in Nevada
19 and practices law in Nevada with RLF.
20

21 6. Defendant, F. DeARMOND SHARP, is an individual who resides in Nevada and
22 practices law in Nevada with RLF.

23 7. Defendant, KEEGAN G. LOW, is an individual who resides in Nevada and practices
24 law with RLF.

25 8. Defendant, MARK G. SIMONS, is an individual who resides in Nevada and
26 practices law in Nevada with RLF.
27

28 9. Defendants, JOHN DOES I – V, are individuals who reside in Nevada and who may

1 have aided and abetted other defendants in the actions which form the basis for the Plaintiffs'
2 various complaints as set forth herein below and thereby may be liable to Plaintiffs as
3 discovery may reveal.
4

5 **JURISDICTION AND VENUE**

6 10. Jurisdiction is proper in this Court pursuant to 28 U.S.C.A. Sec.1332 because the
7 matter in controversy exceeds Seventy-five Thousand Dollars (\$75,000.00) exclusive of
8 interest and costs and that complete diversity of citizenship exists between the Plaintiffs who
9 are both California residents, and all Defendants who are Nevada residents.
10

11 11. Venue is proper in this Court because the acts giving rise to the matters complained
12 of herein occurred in Washoe County, Nevada.

13 **FACTS GIVING RISE TO PLAINTIFFS' CAUSES OF ACTION**

14 12. From December, 2000 to the date of the filing of this complaint, RLF represented
15 JESS ARNDELL, individually, HMC, and JACC in various matters, including, but not
16 limited to the real estate project known as Hidden Meadows Housing Development. The
17 development consisted of 101 single family homes and was completed by HMC and JACC in
18 2004.
19

20 13. A civil engineering firm called STANTEC a/k/a SEA (both hereinafter SEA) acted
21 as the civil engineer for the first phases of construction. SUMMIT ENGINEERING, INC.
22 (hereinafter SUMMIT) then took over due to the defective performance by SEA. During
23 construction, the county forbade the import of fill soil for the project and therefore, SEA
24 recommended that HMC and JACC utilize a borrow site at the nearby slough located on the
25 project to obtain soil to accomplish the original mass grading. This site eventually became a
26 17-acre retention pond directly adjacent to the Hidden Meadows community.
27
28

1 14. During construction it became apparent there was insufficient soil quantity and
2 quality to complete construction as designed by SEA. As a result, HMC filed suit against
3 SEA (hereinafter DIRT SUIT), over these soil deficiencies. SEA's flawed analysis resulted in
4 insufficient quantities and quality of soil in the borrow site to comply with the geotechnical
5 report recommendations. To cover up for their fraud, SEA's recommendation to ARNDELL
6 was to dig deeper into the borrow site to obtain more soil. This resulted in the creation of an
7 unplanned 17-acre retention pond where the original plans called for a multi-purpose park.
8 Also, the soil recovered from the borrow site was not suitable for fill to support some of the
9 development's housing foundations. During the course of the litigation it became evident that
10 SEA was well aware of the deficiencies in their report to HMC, but intentionally concealed
11 this information. In retrospect, it was clear from the outset that the Hidden Meadows project
12 should never have been built, and in fact never would have been attempted by HMC had these
13 deficiencies been timely disclosed to JESS ARNDELL and his entities, HMC and JACC.
14

15 15. As a direct result of the fraudulent conduct of SEA, HMC incurred over Eleven
16 Million Dollars (\$11,000,000.00) in debt to JACC. JACC expended these sums on behalf of
17 HMC in attempting to cure the deficiencies of SEA's fraudulent geotechnical report. JACC
18 had no choice but to bill these costs to HMC. RLF filed the DIRT SUIT on behalf HMC
19 against SEA, seeking recovery of the Eleven Million Dollars (\$11,000,000.00) HMC now
20 owed JACC. All the while, RLF continued to represent and advise HMC, JACC and JESS
21 ARNDELL personally, all at the same time, as RLF had always done prior to filing suit on
22 behalf of HMC.
23

24 16. MARK SIMONS was lead counsel, with supervisory assistance from KENT
25 ROBISON. ARNDELL was advised by them that he had a strong case against SEA,
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27
28

1 and that in fact, it was a "Slam Dunk". The damages were easily verified. The fraud was
2 obvious because the original geotechnical report called for a multi-purpose park to exist
3 where the large 17-acre retention pond now sits. Further, SEA, as the civil engineer on the
4 project failed to make recommendations such as installing area drains on each lot which
5 would have mitigated their earlier fraudulent geotechnical report. The result of this failure
6 was to cause a subsequent lawsuit to be filed by seventy-one (71) homeowners (hereinafter
7 the DEFECT SUIT) who experienced standing water in their crawl spaces, as well as
8 problems related to the quality of soils ordered by SEA to be used in construction. This
9 litigation eventually cost JESS ARNDELL and his entities an additional Ten Million Dollars
10 (\$10,000,000.00).

13 17. Two days before the trial against SEA was scheduled to commence on January 4,
14 2003, a Settlement Conference was held. ARNDELL and his daughter, KIM ARNDELL,
15 HMC's Financial Manager, attended. ARNDELL and his daughter were shocked when their
16 attorney, SIMONS, recommended that SEA's first offer of Seventy Thousand Dollars
17 (\$70,000.00) be accepted. SIMONS told ARNDELL that he must accept the offer because
18 ARNDELL owed RLF Ninety Thousand Dollars (\$90,000.00) in overdue attorney's fees.
19 SIMONS further stated that RLF was not prepared for trial, and that ARNDELL needed to
20 come up with an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) immediately
21 in order to cover RLF's attorney's fees to try the case. Eventually, SEA increased their offer
22 to One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00). ARNDELL
23 continued to refuse even that amount because he knew it meant certain bankruptcy for himself
24 personally as well as HMC and JACC. RLF persisted in applying inappropriate pressure,
25 including at one point having ROBISON call SUZANNE ARDNELL without JESS
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27
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1 ARDNELL'S permission, in order to improperly influence JESS ARDNELL'S business
2 judgment.

3
4 18. The Settlement Conference ended with no resolution to ARDNELL'S
5 understanding, although SIMONS was still strongly recommending acceptance of the One
6 Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) amount. Approximately thirty
7 (30) days later ARDNELL was summoned to the RLF office. SIMONS and ROBISON
8 informed ARDNELL that he must accept the terms of the agreement because SIMONS and
9 ROBISON had already informed SEA's counsel that ARDNELL had accepted the One
10 Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) amount at the Settlement
11 Conference thirty (30) days prior. They repeated their demand for past and future attorney's
12 fees. They also stated that the case could no longer be tried because it had been taken off the
13 calendar when the settlement had been agreed to between Counsel, even though JESS
14 ARDNELL had never agreed to it. They reiterated they were not prepared for trial.
15
16

17 19. ARDNELL was also informed at this meeting that even if he obtained a large
18 judgment, SEA would appeal and it would take years to obtain the money. Furthermore, there
19 was no explanation as to why RLF was not prepared for trial, the odds for success versus
20 failure if the case went to trial, or the strengths and weaknesses of SEA's defenses. Nor did
21 these attorneys answer ARDNELL'S direct questions related to the possible award of post
22 judgment interest or attorney's fees in the event of an appeal.
23

24 20. At this meeting, ARDNELL was first informed that he must agree to an additional
25 settlement condition. He was expected to agree to an indemnification by HMC of any future
26 claims that might be asserted by any party against SEA related to the Hidden Meadows
27 development. RLF represented to ARDNELL that this would not harm HMC, JACC or
28

1 ARDNELL personally because HMC was judgment proof and the indemnification would
2 apply to HMC only. Again, undue influence and inappropriate pressure were used to obtain
3 ARDNELL'S agreement to this additional condition. As an inducement to obtain
4 ARDNELL'S consent, SIMONS represented that he would defend against its application to
5 JACC or ARDNELL personally. At that time, RLF and ARDNELL were aware of pending
6 litigation by various homeowners in the development due to design defects caused by SEA's
7 fraud in the geotechnical report and ARDNELL'S concern that he preserve any and all cross
8 claims by JACC, HMC and himself personally, against SEA in the pending DEFECT SUIT.
9
10

11 21. The DIRT SUIT settlement was signed on February 26, 2003. RLF, through
12 SIMONS, continued to represent ARDNELL, JACC and HMC, apparently without
13 cognizance of the blatant conflict of interest in doing so. By November, 2003, certain
14 homeowners had served notice pursuant to NRS Chapter 40 of defects in three (3) residences,
15 against HMC and JACC. Eventually, seventy-one (71) homeowners filed similar suits.
16 During the litigation, the Judge ruled that ARDNELL, JACC, and HMC were alter egos of
17 one another. SIMONS surprisingly provided in court testimony that supported this finding.
18 Thus, the indemnification agreement precluded ARDNELL and JACC from pursuing cross
19 claims against SEA in the DEFECT SUIT, even though SEA was the real party at fault.
20
21

22 22. The direct result of the alter ego ruling and indemnification ruling was that JACC
23 and ARNDELL personally paid out over Five Million Dollars (\$5,000,000.00) in claims that
24 should have been paid by SEA. JACC's financial stability was so severely damaged that its
25 Contractor's License was revoked. JACC is now insolvent. JESS ARNDELL'S income has
26 gone from approximately Two Hundred Thousand Dollars (\$200,000.00) annually to virtually
27 nothing. JESS and SUZANNE ARNDELL have suffered severe physical and emotional
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1 distress as a direct result of this loss of income, all of which was directly caused by
2 the errors and omissions of RLF including but not limited to ROBISON and SIMONS.

3
4 23. RLF had a serious conflict of interest when they represented all three ARNDELL
5 entities in the DIRT SUIT litigation. JACC was a creditor of HMC. JACC was a financially
6 viable construction company with a substantial net worth. HMC was bankrupt and owed
7 JACC millions of dollars. By settling HMC's claim against SEA for less than ten percent
8 (10%) of its actual worth, RLF jeopardized JACC's financial stability and eventually brought
9 about its insolvency. RLF should have withdrawn from the joint representation of HMC,
10 JACC and ARNDELL personally, well before the DIRT SUIT settlement negotiations
11 commenced. In addition, the facts strongly suggest that RLF was self-dealing at the
12 Settlement Conference and only wished to recover sufficient money to get their own
13 attorney's fees paid, regardless of the financial ruin such a meager settlement would cause for
14 their clients.
15
16

17 24. RLF settled HMC's claims against SEA at the Settlement Conference without
18 authorization from ARNDELL. Thirty (30) days later ARNDELL was unequivocally
19 informed of this unauthorized action by RFL attorneys in RLF's offices. At this point, RLF
20 had a duty to withdraw as Counsel for ARNDELL, HMC and JACC, and advise them to seek
21 other and separate Counsel. Instead RLF used undue influence and misrepresentations to
22 "bully" ARNDELL into accepting the One Million Four Hundred Fifty Thousand Dollars
23 (\$1,450,000.00) settlement and concealed their own gross negligence, malfeasance,
24 misfeasance and self-dealing.
25
26

27 25. RLF attorneys breached their duty to use reasonable skill and diligence in preparing
28 the DIRT SUIT for trial. This was a liquidated claim with clear liability and with a defendant

1 capable of paying the full provable claim of Eleven Million Dollars (\$11,000,000.00). The
2 entire financial future of ARNDELL and his companies had been placed in the hands of RLF.
3 Up to a few days before Trial ARNDELL had been informed that the case was going well.
4 He was justifiably shocked to have his attorneys recommend acceptance of the Defendants'
5 opening offer of Seventy Thousand Dollars (\$70,000.00). This conduct is malpractice *per se*.
6 Numerous inappropriate actions and misrepresentations were used at the Conference to exert
7 undue influence on ARNDELL in order to obtain his consent to a disastrous and ill-advised
8 settlement agreement.
9

10
11 26. After RLF had approved the settlement agreement without ARNDELL'S consent,
12 they aggravated the situation by agreeing to provide SEA with an indemnification provision.
13 Again, no consent was obtained from ARNDELL at the time this was agreed to by RLF and
14 SEA's Counsel. The terms of the indemnification agreement required HMC to hold SEA
15 harmless from all future litigation against SEA associated in any way with the Hidden
16 Meadows Development. At the time, it was clear that litigation was about to be commenced
17 by various homeowners for construction defects caused by SEA's fraudulent geotechnical
18 plan. Ultimately, misrepresentations as to the effect of this indemnification agreement and
19 RLF's willingness to defend it in Court were used to get ARNDELL'S signature on the
20 settlement agreement.
21

22
23 27. Eventually, seventy-one (71) homeowners filed suit for water accumulating in their
24 crawl spaces as well as several claims for house settlement defects. Contrary to what RLF
25 represented to ARNDELL, after the adverse alter ego ruling, in part aided by the direct
26 testimony of SIMONS, the indemnification agreement resulted in the loss of all cross claims
27 by ARNDELL, HMC and JACC against SEA. Thus, ARNDELL and his entities were forced
28

1 to pay over Five Million Dollars (\$5,000,000.00) in attorney's fees and damages as a direct
2 result of RLF's malfeasance and misrepresentations.

3
4 28. Despite all of the serious, continuing conflicts of interest described above, RLF
5 continued to represent ARNDELL and his entities with similar negative results to the present
6 day. Not once during this period did RLF disclose their misconduct in any regard, or suggest
7 that ARNDELL, HMC and JACC obtain other and separate Counsel. Nor did they
8 recommend ARNDELL obtain a second opinion regarding the ethicality or competency of
9 their advice. It was only after ARNDELL, on his own initiative, decided to consult with
10 independent Counsel that he had any understanding of the egregious conduct of RLF during
11 almost the entire course of his attorney-client relationship with them.

12
13 29. ARNDELL has requested copies of his files from RLF on numerous occasions. He
14 has requested an accounting for attorney's fees he paid personally, and fees paid by various
15 insurers to see if double payments occurred. All requests have been refused.

16
17 **COUNT I**

18 **BREACH OF FIDUCIARY DUTY**

19 30. Plaintiffs incorporate by reference herein, all statements and allegations in
20 Paragraphs 1 through 29 as if set forth in full herein.

21
22 31. Defendants' acts and omissions set forth in said Paragraphs 1 through 29 constitute
23 complete and total breaches of their fiduciary duties to Plaintiffs.

24 32. As a result of said breaches of fiduciary duty, Plaintiffs have been injured as set
25 forth in Paragraphs 1 through 29.

26
27 33. The breaches of fiduciary duty described herein were the proximate causes of all
28 damages sustained by Plaintiffs.

34. Plaintiffs have suffered, among other damages, all items of damage recoverable by statute, the common law or otherwise, including but not limited to past, present and future financial ruination, past, present and future mental and physical anguish, lost business opportunities, loss of business licenses and loss of the lifestyle to which they had become accustomed before Defendants breached their fiduciary duties.

WHEREFORE, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly and severally, pray for judgment against all Defendants for such actual damages as are fair and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to the damages suffered due to each of said Defendants' breaches of fiduciary duty owed to Plaintiffs as well as Plaintiffs' costs expended herein, together with interest (including pre-judgment interest), attorney's fees and for such other and further relief as the Court deems just and equitable in the premises.

COUNT II

**COMMON LAW NEGLIGENCE, LACK OF SKILL AND DILIGENCE AND
FAILURE TO USE REASONABLE SKILL AND DILIGENCE**

35. Plaintiffs incorporate by reference herein, all statements and allegations in Paragraphs 1 through 29 as if set forth in full herein.

36. Defendants' acts and omissions set forth in said Paragraphs 1 through 29 constitute common law negligence and demonstrate a lack of skill and diligence or a complete and total failure to use reasonable skill and diligence in their representation of Plaintiffs.

37. Defendants had a duty of care in their representation of Plaintiffs to use reasonable skill and diligence.

38. Defendants were negligent and breached their duties of care to exercise skill and

1 diligence on behalf of Plaintiffs, or did not have the requisite skill and diligence to represent
2 Plaintiffs adequately.

3 39. Said breaches of the duties of care to not be negligent and to exercise skill and
4 diligence on behalf of Plaintiffs were the proximate causes of all damages that Plaintiffs
5 claim herein.

6 40. As a result of said Defendants' negligence and failure to use reasonable skill and
7 diligence on Plaintiffs' behalf, Plaintiffs have been injured as set forth in Paragraphs 1
8 through 29.

9 41. Plaintiffs have suffered, among other damages, all items of damage recoverable by
10 statute, the common law or otherwise, including but not limited to, past, present and future
11 financial ruination, past, present and future mental and physical anguish, lost business
12 opportunities, loss of business licenses and loss of the lifestyle to which they had become
13 accustomed before Defendants failed to use reasonable skill and diligence in representing
14 Plaintiffs without negligence.

15 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
16 and severally, pray for judgment against all Defendants for such actual damages as are fair
17 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
18 the damages suffered due to each of said Defendants' negligence and failure to use reasonable
19 skill and diligence in representing Plaintiffs, as well as Plaintiffs' costs expended herein,
20 together with interest (including pre- judgment interest), attorney's fees and for such other
21 and further relief as the Court deems just and equitable in the premises.

22 **COUNT III**

23 **SELF-DEALING**

44. As a result of said self-dealing by Defendants, Plaintiffs have been injured as set forth in Paragraphs 1 through 29.

46. Plaintiffs have suffered, among other damages, all items of damage recoverable by statute, the common law or otherwise, including but not limited to, past, present and future financial ruination, past, present and future mental and physical anguish, lost business opportunities, loss of business licenses and loss of the lifestyle to which they had become accustomed before Defendants engaged in self-dealing.

COUNT IV

47. Plaintiffs incorporate by reference herein, all statements and allegations in

1 Paragraphs 1 through 29 as if set forth in full herein.

2 48. Defendants' acts and omissions set forth in said Paragraphs 1 through 29 constitute
3 a continuous course of misrepresentation of Plaintiffs throughout the entire time Defendants
4 represented Plaintiffs.
5

6 49. As a result of said misrepresentations, Plaintiffs have been injured as set forth in
7 Paragraphs 1 through 29.

8 50. The misrepresentations described herein were material and the proximate causes of
9 all damages sustained by Plaintiffs.
10

11 51. Plaintiffs have suffered, among other damages, all items of damage recoverable by
12 statute, the common law or otherwise, including but not limited to, past, present and future
13 financial ruination, past, present and future mental and physical anguish, lost business
14 opportunities, loss of business licenses and loss of the lifestyle to which they had become
15 accustomed before Defendants made such misrepresentations.
16

17 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
18 and severally, pray for judgment against all Defendants for such actual damages as are fair
19 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
20 the damages suffered due to each of said Defendants' misrepresentations to Plaintiffs as well
21 as Plaintiffs' costs expended herein, together with interest (including pre-judgment interest),
22 attorney's fees and for such other and further relief as the Court deems just and equitable in
23 the premises.
24

25 **COUNT V**

26 **UNDUE INFLUENCE**

27
28 52. Plaintiffs incorporate by reference herein, all statements and allegations in

1 Paragraphs 1 through 29 as if set forth in full herein.

2 53. Defendants' acts and omissions set forth in said Paragraphs 1 through 29 constitute
3 a continuous course of undue influence on Plaintiffs throughout the entire time Defendants
4 represented Plaintiffs.
5

6 54. As a result of said undue influence, Plaintiffs have been injured as set forth in
7 Paragraphs 1 through 29.

8 55. The acts of undue influence described herein were material and the proximate
9 causes of all damages sustained by Plaintiffs.
10

11 56. Plaintiffs have suffered, among other damages, all items of damage recoverable by
12 statute, the common law or otherwise, including but not limited to, past, present and future
13 financial ruination, past, present and future mental and physical anguish, lost business
14 opportunities, loss of business licenses and loss of the lifestyle to which they had become
15 accustomed before Defendants engaged in such undue influence.
16

17 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
18 and severally, pray for judgment against all Defendants for such actual damages as are fair
19 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
20 the damages suffered due to each of said Defendants' acts of undue influence on Plaintiffs as
21 well as Plaintiffs' costs expended herein, together with interest (including pre-judgment
22 interest), attorney's fees and for such other and further relief as the Court deems just and
23 equitable in the premises.
24

25 **COUNT VI**

26 **FRAUD**

27
28 57. Plaintiffs incorporate by reference herein, all statements and allegations in

1 Paragraphs 1 through 29 as if set forth in full herein.

2 58. Defendants' acts and omissions set forth in said Paragraphs 1 through 29 constitute
3 a continuous course of fraud on the Plaintiffs throughout the entire time Defendants
4 represented Plaintiffs.
5

6 59. As a result of said acts of fraud, Plaintiffs have been injured as set forth in
7 Paragraphs 1 through 29.

8 60. The acts of fraud described herein were material and the proximate causes of all
9 damages sustained by Plaintiffs.
10

11 61. Plaintiffs have suffered, among other damages, all items of damage recoverable by
12 statute, the common law or otherwise, including but not limited to, past, present and future
13 financial ruination, past, present and future mental and physical anguish, lost business
14 opportunities, loss of business licenses and loss of the lifestyle to which they had become
15 accustomed before Defendants engaged in such acts of fraud.
16

17 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
18 and severally, pray for judgment against all Defendants for such actual damages as are fair
19 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
20 the damages suffered due to each of said Defendants' acts of fraud on Plaintiffs as well as
21 Plaintiffs' costs expended herein, together with interest (including pre-judgment interest),
22 attorney's fees and for such other and further relief as the Court deems just and equitable in
23 the premises.
24

25 **COUNT VII**

26 **INTENTIONAL HARM, WILLFUL NEGLIGENCE AND UNETHICAL CONDUCT DUE**
27 **TO DEFENDANTS' REFUSAL TO COMMUNICATE WITH PLAINTIFFS, AND**
28

PROVIDE REQUESTED DOCUMENTS AND AN ACCOUNTING

62. Plaintiffs incorporate by reference herein, all statements and allegations in Paragraphs 1 through 29 as if set forth in full herein.

63. Over the last year-and-one-half, despite repeated requests for the same from Defendants, Defendants have repeatedly refused to communicate with Plaintiffs or provide them with their statutorily mandated copy of all files handled by Defendants for Plaintiffs. What replies Defendants have made have been extremely limited, arrogant and evasive.

64. Defendants have also, despite repeated requests by Plaintiffs, refused to give them an accounting for all financial information on each of their files or for information as to what funds Defendants received from various insurance companies and whether Defendants billed Plaintiffs for work done for them despite having been previously paid for said work by Plaintiffs' insurance companies.

65. As such, the acts and omissions described in this count constitute a continuous course of intentional harm, willful neglect of Defendants' duties to Plaintiffs as well as unethical conduct.

66. As a result of said intentional harm, willful neglect and unethical conduct, Plaintiffs have been injured as set forth in Paragraphs 1 through 29.

67. The acts of intentional harm, willful neglect and unethical conduct described herein were material and the proximate causes of all damages sustained by Plaintiffs.

68. Plaintiffs have suffered, among other damages, all items of damage recoverable by statute, the common law or otherwise, including but not limited to, past, present and future financial ruination, past, present and future mental and physical anguish, lost business opportunities, loss of business licenses and loss of the lifestyle to which they had become

1 accustomed before Defendants engaged in such acts of intentional harm, willful neglect and
2 unethical conduct.

3 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL,
4 jointly and severally, pray for judgment against all Defendants for such actual damages as are
5 fair and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and
6 pertaining to the damages suffered due to each of said Defendants' acts of intentional harm,
7 willful neglect and unethical conduct to Plaintiffs as well as Plaintiffs' costs expended herein,
8 together with interest (including pre-judgment interest), attorney's fees and for such other and
9 further relief as the Court deems just and equitable in the premises. Further, Plaintiffs pray
10 for an accounting of all matters handled by Defendants for them.

11
12
13 **COUNT VIII**

14 **ABANDONMENT**

15
16 69. Plaintiffs incorporate by reference herein, all statements and allegations in
17 Paragraphs 1 through 29 and 62 through 68 as if set forth in full herein.

18 70. Defendants acts and omissions set forth in said Paragraphs 1 through 29 and 62
19 through 68 constitute a continuous course of abandonment of the Plaintiffs by said Defendants
20 throughout the entire time Defendants represented Plaintiffs.

21
22 71. As a result of said acts of abandonment, Plaintiffs have been injured as set forth in
23 Paragraphs 1 through 29.

24 72. The acts of abandonment described herein were material and the proximate causes
25 of all damages sustained by Plaintiffs.

26
27 73. Plaintiffs have suffered, among other damages, all items of damage recoverable by
28 statute, the common law or otherwise, including but not limited to, past, present and future

1 financial ruination, past, present and future mental and physical anguish, lost business
 2 opportunities, loss of business licenses and loss of the lifestyle to which they had become
 3 accustomed before Defendants engaged in such acts of abandonment.
 4

5 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
 6 and severally, pray for judgment against all Defendants for such actual damages as are fair
 7 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
 8 the damages suffered due to each of said Defendants' acts of abandonment of Plaintiffs as
 9 well as Plaintiffs' costs expended herein, together with interest (including pre-judgment
 10 interest), attorney's fees and for such other and further relief as the Court deems just and
 11 equitable in the premises.
 12

13 **COUNT IX**

14 **SETTLING LITIGATION WITHOUT CLIENTS' AUTHORITY**

15
 16 74. Plaintiffs incorporate by reference herein, all statements and allegations in
 17 Paragraphs 1 through 29 as if set forth in full herein.

18 75. Defendants acts and omissions set forth in said paragraphs 1 through 29 regarding
 19 the DIRT SUIT constitute a continuous course of settling litigation without the Plaintiffs'
 20 authority or consent.
 21

22 76. As a result of said course of conduct, Plaintiffs have been injured as set forth in
 23 Paragraphs 1 through 29.

24 77. The acts and course of conduct described herein were material and the proximate
 25 causes of all damages sustained by Plaintiffs.
 26

27 78. Plaintiffs have suffered, among other damages, all items of damage recoverable by
 28 statute, the common law or otherwise, including but not limited to, past, present and future

1 financial ruination, past, present and future mental and physical anguish, lost business
2 opportunities, loss of business licenses and loss of the lifestyle to which they had become
3 accustomed before Defendants engaged in such acts and course of conduct in settling
4 litigation without Plaintiffs' authority or consent.
5

6 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
7 and severally, pray for judgment against all Defendants for such actual damages as are fair
8 and reasonable in excess of Seventy-five Thousand Dollars (\$75,000.00) for and pertaining to
9 the damages suffered due to each of said Defendants' acts and course of conduct in settling
10 litigation without Plaintiffs' authority or consent as well as Plaintiffs' costs expended herein,
11 together with interest (including pre-judgment interest), attorney's fees and for such other and
12 further relief as the Court deems just and equitable in the premises.
13

14 **COUNT X**

15 **EXEMPLARY DAMAGES**

16
17 79. Plaintiffs incorporate by reference herein, all statements and allegations in
18 Paragraphs 1 through 78 as if set forth in full herein.

19 80. The acts and omissions of Defendants as set forth in said Paragraphs 1 through 78
20 constitutes such wanton, reckless, egregious, willful, malevolent and intentional conduct so as
21 to warrant imposition of exemplary damages.
22

23 **WHEREFORE**, Plaintiffs, JESS C. ARNDELL and SUZANNE K. ARNDELL, jointly
24 and severally pray that should the jury, after awarding Plaintiffs compensatory damages,
25 determine that any of the Defendants' conduct was so wanton, reckless, egregious, willful,
26 malevolent or intentional so as to warrant an award of exemplary damages, that the Court
27 direct the jury to make an award of such damages, as well as Plaintiffs' costs expended
28

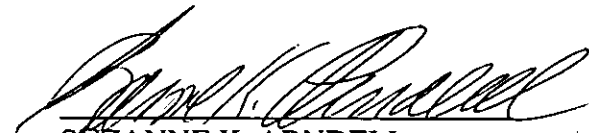
1 herein, together with interest (including pre-judgment interest), attorney's fees and for such
2 other and further relief as the Court deems just and equitable in the premises.

3
4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs demand a trial by jury of all issues so triable.

6 **RESPECTFULLY SUBMITTED THIS** 7/1/2011 day of July, 2011.

7
8 
9 JESS C. ARNDELL
10 Plaintiff - Pro se

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12 
13 SUZANNE K. ARNDELL
14 Plaintiff - Pro se
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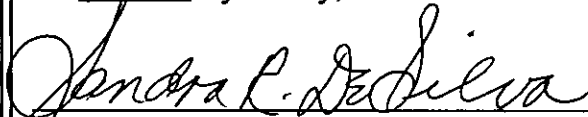
VERIFICATION

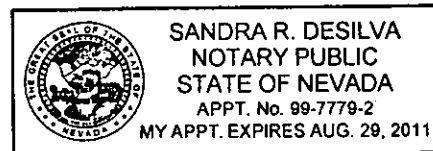
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

JESS C. ARNDELL, under penalties of perjury being first duly sworn, deposes and says: That he is the Plaintiff in the above-entitled action, and has read the COMPLAINT, that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters he believes it to be true.


JESS C. ARNDELL

SUBSCRIBED and SWORN to before me
this 1st day of July, 2011.


NOTARY PUBLIC

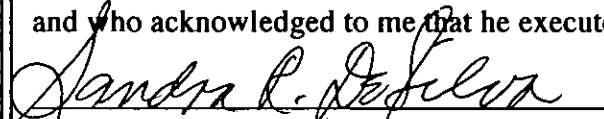


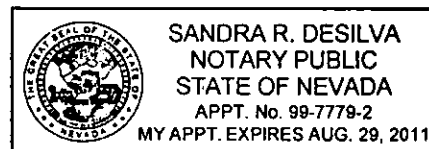
ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 1st day of July, 2011, personally appeared before me, JESS C.

ARNDELL, proven to me to be the person whose name is subscribed to the above instrument, and who acknowledged to me that he executed the foregoing COMPLAINT.


NOTARY PUBLIC



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VERIFICATION

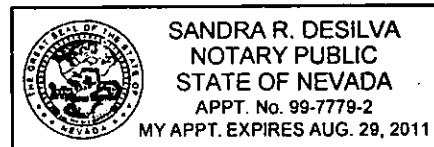
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

SUZANNE K. ARNDELL, under penalties of perjury being first duly sworn, deposes and says: That she is the Plaintiff in the above-entitled action, and has read the COMPLAINT, that the same is true of her own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters she believes it to be true.


SUZANNE K. ARNDELL

SUBSCRIBED and SWORN to before me
this 1st day of July, 2011.


NOTARY PUBLIC



ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 1st day of July, 2011, personally appeared before me, SUZANNE

K. ARNDELL, proven to me to be the person whose name is subscribed to the above

instrument, and who acknowledged to me that she executed the foregoing COMPLAINT.


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